# **MASTER AGREEMENT**

# OF THE

# MADISON DISTRICT PUBLIC SCHOOLS BOARD OF EDUCATION

# AND THE

# MADISON DISTRICT ASSOCIATION OF ADMINISTRATORS

August 7, 2023 – June 30, 2026

# **Table of Contents**

| Article I - Agreement                                 | 3 |
|-------------------------------------------------------|---|
| Article II - Recognition and Conformity to Law        | 3 |
| Article III - Association Rights                      | 3 |
| Article IV - Board Rights                             | 4 |
| Article V - Administrator Rights and Responsibilities | 4 |
| Article VI - Professional Compensation                | 3 |
| Salary Schedule                                       | 3 |
| Article VII - Insurance Protection                    | 3 |
| Article VIII - Administrative Calendar11              | 1 |
| Article IX - Leave Days12                             | 2 |
| Article X – Grievance Procedures13                    | 3 |
| Article XI – Waiver Clause15                          | 5 |
| Article XII – Americans with Disabilities15           | 5 |
| Article XIII – Miscellaneous15                        | 5 |
| Article XIV – Duration of Agreement                   | 5 |

## **Article I - Agreement**

The Agreement is entered into this seventh day of August 2023 by and between the Madison District Public Board of Education, hereinafter called the "Board" and the Madison District Public Schools Association of Administrators, hereinafter called the "Association".

The term "administrator" as used in this Agreement shall refer to all employees represented by this Association.

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, or participation in the activities of this Association.

## Article II - Recognition and Conformity to Law

Nothing in this Agreement shall deny or restrict the Board and/or Administrators of their rights, responsibilities and authority under law, codes, or regulations except as specifically abridged or modified by the express written terms of the Agreement.

The Board hereby recognizes the Association in accordance with the applicable provisions of Act No. 379, Public Acts of 1965, as amended, as the exclusive collective bargaining representative for the personnel employed by the Board in administrative and/or supervisory positions as follows. Position titles in the Association membership and covered by this Agreement are:

- Principal
- Assistant Principal

## **Article III - Association Rights**

Nothing contained herein shall be construed to deny or restrict to any Building Administrator rights under the Michigan General School Laws. The rights granted to administrators hereunder shall be deemed to be in addition to those provided by law and the Building Administrator's individual contract of employment. Board policies not in conflict with the Master Agreement shall remain in force at the option of the Board.

#### A. Association Use of School Facilities

The Association shall have the right to use building facilities at all reasonable times and hours for meeting provided that it shall not be during the students' instructional day. The Association shall have the right to use, for Association business, school facilities and equipment, including duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of materials and supplies incidental to such use and any repairs to the facilities and equipment which result from their use. When special custodial duties are required, the Association shall fill out a building permit and shall pay the actual custodial charges. The Association's use of the building shall be subject to the approval of the Superintendent.

#### **B.** Inter-School Mail Service

The Association may use the districts' inter-school mail service for communications initiated by its members provided distribution of Association mail does not result in additional expense to the Board.

#### C. Information Access

The Board agrees to furnish, within a reasonable time, information requested by the Association concerning finances of the District and all documents required under PERA as defined.

## D. Staff Selection and Assignment

The Board agrees that an administrator may provide the Superintendent or their designee with a recommendation concerning personnel based on student needs who may be assigned to their building. Each building principal shall have the right to determine internal building program or department assignments subject to final approval of the Superintendent or designee.

## Article IV - Board Rights

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

- A. Subject to the provisions of this Agreement, the Board has the sole responsibility and authority to establish, manage and direct, on behalf of the public, all of the operations and activities of the Board to the full extent authorized by law.
- **B.** The Board reserves the right to determine the number and kind of administrative positions within the School District and if in the Board's opinion it is necessary to reduce the administrative staff, the Board will retain the best qualified persons in the particular classification.

## **Article V - Administrator Rights and Responsibilities**

#### A. Administrative Personnel File

Any administrator shall have the right to inspect his/her central office personnel file. The administrator must have an appointment with the Superintendent in order to inspect their file.

Confidential credentials and related references normally sought at the time of employment or promotion are specifically exempted from review and will be removed from the file prior to review by the administrator.

## **B.** Individual Contracts

Individual contracts will be issued for the contracted year stating the position, salary, school year, and length of work year.

## C. Responsibilities

- a. The Association agrees that there shall be prompt and expeditious handling, at the local level, of a school-related complaint regarding personnel the administrator supervises. When appropriate, the administrator shall seek the recommendation of his/her immediate supervisor in such matters.
- **b.** The Association agrees that each administrator shall evaluate all employees who they supervise to assure that only competent employees are retained by the District, (i.e. professional staff, custodians, secretaries, etc.).
- c. The Association agrees that each administrator shall live within the budget categories

he/she oversees. The administrator will reduce or make recommendations to the Superintendent on cost reduction for his/her building; such as, but not limited to: reduce waste, prevent unnecessary damage, defacing and vandalism of equipment, and teacher/student ratio.

- **d.** The Association agrees that the care of school buildings and grounds, to insure safety for students and visual appeal to the public, is the responsibility of each administrator insofar as they have authority to act in such matters.
- e. The Association agrees that administrators are responsible to disseminate and enforce those codes and regulations received from the Board, and to seek compliance from those under their supervision in matters relating to safety, health and general welfare of students and personnel; such as but not limited to Oakland County Health Department, MIOSHA, and Madison Heights Fire Marshal.
- f. The Association agrees that each administrator will actively cooperate and participate with his/her immediate supervisor in curriculum development, curriculum coordination K-12, and selection of delivery systems.
- g. In order to encourage harmonious and expeditious resolution of parent complaints at the focal level, the Board will encourage parents and citizens first to consult the building administrator(s) involved.
- h. Administrators are encouraged to be consultants to the Board of Education's negotiating team when the Board is negotiating with other organized groups in Madison District Public Schools.

#### D. Health

- a. The Board, upon recommendation of an administrator's immediate supervisor in writing and at its own expense, will engage the services of a physician for an appropriate medical examination to determine an administrator's fitness to effectively and successfully perform their assigned duties.
- b. Any administrator suffering a bodily injury or occupational related illness during an individual's established working hours should promptly report the incident to the Superintendent in order that the request for coverage under Worker's Disability Compensation Act, MCL 418.101 et seq., is processed.

#### E. Administrative Protection

- a. Any case of assault or personal injury upon an administrator should be reported to the Administrative Office as soon as possible. If the administrator elects to take legal action, the Board may provide legal counseling to advise the administrator of their rights and obligations and render necessary assistance to the administrator and judicial authorities.
- b. If any administrator, as a result of any action taken while in pursuit of his/her employment, possibly be involved in litigation, the administrator shall file a full written report with the Superintendent, including information from any witness. Said report shall be filed within two (2) school days. The Board will provide legal counseling to advise the administrator of their rights and obligations in cases resulting from disciplinary actions or unprovoked situations. The Board will render necessary legal assistance, when applicable, to the administrator upon recommendation of the Board's attorney, in connection with the handling of the incident by law enforcement, judicial and medical authorities.

#### F. Certification

If required and applicable, the Administrator shall obtain and maintain a valid State of Michigan teaching certificate and/or administrative certification. The responsibility of obtaining, retaining or maintaining the necessary State of Michigan teaching or administrative certification rests exclusively with the Administrator. Administrator shall be responsible for completing any continuing education credit required by the Michigan Department of Education. Proof of a valid certification must be submitted to the Department of Human Resources before the expiration date. Administrators who do not maintain a valid certification will be removed from their position immediately.

#### G. Qualifications

The Administrator must provide valid documentation to the District that he/she possesses and fulfills the qualification requirements established by the District for the position to which he/she is newly assigned or hired.

### H. Professional Conduct

The Administrator is the leader of the building or department. They are a role model for the staff, students, and learning community. As an Administrator, employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights of others, but also demands that both in their business and personal life, Administrators refrain from any behavior that might be harmful to them, their coworkers, or the District. Whether behavior is during or outside of work hours, employee conduct reflects on the District and the highest standards of professionalism are encouraged at all times.

## **Article VI - Professional Compensation**

## A. Advanced Training Allowance

Administrators who have an Education Specialist degree, Ed.D or Ph.D shall receive a one-time off schedule payment of \$3,000.00 in the last payroll of June.

#### **B.** Tuition Reimbursement

The Board recognizes the value of advanced graduate courses in a specialized field as beneficial to the administrator and school district. The Board agrees to provide tuition reimbursement, for all passing grades of B or higher, for graduate and postgraduate studies. The administrator will be reimbursed a prorated share, up to the full amount of tuition costs, not to exceed the total pool capacity of \$10,000 per year for this bargaining unit.

Upon successful completion of an approved course, the administrator should submit a copy of the applicable form to the Human Resources Department. The employee should also provide an official transcript and proof of payment. This documentation should be submitted for reimbursement no later than June 1st. Funds will be distributed to eligible individuals by the second pay in September. If an administrator terminates employment prior to disbursement of tuition reimbursement, all rights to said reimbursement shall be forfeited.

## C. Compensation

Any member of this bargaining unit may request additional compensation of three (3) or four (4) percent of their base salary for added responsibilities outside the scope of their assigned duties. Rationale for this request must be submitted, in writing, to the Superintendent or

designee.

## D. Mileage

Administrators required in the course of their work to drive personal automobiles shall receive the IRS approved rate, effective January 1 each year. The allowance shall be given for use of personal cars for business of the District, as approved by the administrator's immediate supervisor.

## E. Longevity Pay

Any administrator with a minimum of sixty (60) days accumulated in their sick bank, and having completed, in the prior contract year, the following number of specified years of service with the District, shall receive additional compensation for longevity pay as follows:

Fifteen (15) years thru nineteen (19) years \$1,000

Twenty (20) years thru twenty-four (24) years \$1,500

Twenty-five (25) or more years \$1,800

## F. Professional Membership

Dues paid to professional educational organizations will be reimbursed subject to the prior approval of the administrator's immediate supervisor and budgetary restraints.

#### G. Conferences

The Board recognizes the importance of state and national conferences and agrees to pay expenses incurred while attending conferences, subject to prior approval by the Administrator's immediate supervisor and the Superintendent.

#### H. Retirement

If a bargaining unit member that has served as an administrator in Madison District Public Schools for at least fifteen (15) consecutive years retires, and receives a MPSERS pension, they will receive \$50 for each unused leave day with a maximum payout of \$2,500 into a special pay plan within 30 days after retirement.

- a. In order to qualify for the retirement compensation in this Article, the administrator must retire by June 30 except in such cases deemed worthy by the Superintendent.
- b. If there has been any overpayment by the Board of Education on the days worked, the overpayment shall be deducted for any and all of the above compensation that has been accrued by the administrator or the administrator's estate.
- c. Any compensation due an employee, or their estate, from this article shall be payable within 90 calendar days after termination of employment.
- d. All unused sick days, personal business days, all severance and termination pay, and any early retirement incentive payments paid, shall be paid into a tax deferred 403(b) "special pay plan".

### I. Contracted Pay Periods

All members will receive pay by the second payday following the start of their work year.

## J. Separation of Services

Any member who retires, or resigns after completion of their work year shall have the

remainder of their salary paid in the school year that their retirement or resignation takes effect.

## Salary Schedule

| Step | High School<br>Principal | High<br>School<br>Assistant<br>Principal | Middle<br>School<br>Principal | Middle<br>School<br>Assistant<br>Principal | Elementary<br>Principal | Elementary<br>Assistant<br>Principal | ECC<br>Principal |
|------|--------------------------|------------------------------------------|-------------------------------|--------------------------------------------|-------------------------|--------------------------------------|------------------|
| 1    | \$93,187.07              | \$82,781.76                              | <sup>*</sup> \$88,261.31      | \$82,781.76                                | \$88,261.31             | \$82,781.76                          | \$82,781.76      |
| 2    | \$94,777.36              | \$84,370.99                              | \$89,850.54                   | \$84,370.99                                | \$89,850.54             | \$84,370.99                          | \$84,370.99      |
| 3    | \$96,323.09              | \$85,958.09                              | \$91,438.70                   | \$85,958.09                                | \$91,438.70             | \$85,958.09                          | \$85,958.09      |
| 4    | \$97,954.75              | \$87,547.32                              | \$93,028.99                   | \$87,547.32                                | \$95,088.99             | \$87,547.32                          | \$87,547.32      |
| 5    | \$99,541.86              | \$89,134.43                              | \$94,616.10                   | \$89,134.43                                | \$97,706.10             | \$89,134.43                          | \$89,134.43      |
| 6    | \$101,130.02             | \$90,725.78                              | \$96,206.39                   | \$90,725.78                                | \$99,296.39             | \$90,725.78                          | \$90,725.78      |
| 7    | \$102,159.52             | \$92,270.78                              | \$98,266.12                   |                                            | \$101,356.12            | \$92,270.78                          | \$92,270.78      |
| 8    | \$103,189.52             | \$94,692.02                              | \$100,326.12                  |                                            | \$103,416.12            | \$93,815.78                          | \$93,815.78      |
| 9    | \$107,120.00             | \$96,752.02                              | \$103,416.12                  |                                            | \$105,476.12            | \$95,360.78                          | \$95,360.78      |

- All administrators will increase one step annually.
- Administrators who have reached the highest step will get a \$1500.00 cash in lieu of step increase.
- A performance stipend ranging from 0% 3% per employee will be awarded annually based on evaluation, student growth, and student retention.

## **Article VII - Insurance Protection**

### A. Medical Plans

Members of the bargaining unit may select one of the following plans:

MESSA ABC Plan 1 or equivalent MESSA ABC Plan 2 or equivalent MESSA Choices 500-1000 or equivalent MESSA Choice 1000-2000 or equivalent

a. The parties agree that dual coverage of health care insurance is prohibited. An employee who is entitled to benefits under another health care insurance plan, which is at least comparable to that provided under this Agreement, shall not be eligible for the Board provided health care insurance. An employee who is discovered to have provided false certification of coverage(s) shall immediately be removed from the Board's health

care insurance program and shall not be eligible for the benefits for the remainder of the school year. The plan(s) chosen by the Association, and listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes or other liabilities chargeable to the Board. Any such adjustments shall be the minimum necessary to comply with PPACA, PA 152 and the IRS Code, including penalties, taxes or other liabilities chargeable to the Board.

The Board, by payment of the premium amounts required to provide the coverage(s) listed above, shall be relieved from all liability related to the benefits provided. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall the failure be considered a breach by either of them of any obligation.

b. The Board shall make payments for health insurance coverage (the "plan") for all eligible employees (those not taking cash-in-lieu) and his/her spouse and eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the following monthly amounts (minus any deductions listed below) paid per eligible employee during the plan year January 1, 2023 – December 2023:

Single: \$616.62

Employee and Spouse: \$1,289.55

Family: \$1,681.70

For the plan year period January 1, 2024- December 31, 2024, the Board shall make monthly health insurance payments that do not exceed the following monthly amounts:

Single: \$641.90

Employee and Spouse: \$1,342.42

Family: \$1,750.65

The enrolled employee is responsible for all health insurance benefit plan costs in excess of the Board's contribution, which amounts will be payroll deducted over twenty-six (26) pays.

After the 2024 plan year, the Board will pay up to the health insurance cap identified in the Michigan Department of Treasury's Public Employer Contributions Memorandum.

c. Administrators who refuse health insurance coverage through the District shall receive \$400 per month of "cash-in-lieu of benefits" per month. This cash in lieu of benefits payment will not be paid if both spouses are employed by the District. Administrators shall sign an affidavit certifying they are not covered by other group health insurance other than that provided by the Board with the provision that misrepresentation, shall cause immediate cancellation of insurance and repayment to the Board premiums paid while under double coverage. The only expectation to this would be when there is written confirmation to participate in the employer's health insurance program as a condition of employment; then both parties may continue with the insurance, as provided.

d. One Hundred Thousand Dollar (\$100,000) term life insurance with Accidental Death and Dismemberment Insurance (AD&D) for each full time administrator to be effective when the proper forms are submitted by the employee and processed by the carrier. The \$100,000 shall be paid to the school administrator's designated beneficiary.

#### B. Dental

- a. The Board shall provide without cost to all full time administrators, as long as the administrator is under contract, a full family dental plan as described in the specifications submitted to the insurance carrier selected by the Board.
- b. Orthodontic coverage is limited to \$1,000.00 per dependent.

## C. Long-Term Disability

The Board shall provide Long Term Disability without cost to all full time contracted administrators. The insured will be entitled to a minimum of sixty-six and two thirds percent (66 2/3%) of monthly earnings subject to a maximum benefit of \$4,000.00. Monthly earnings shall mean one-twelfth (1/12) of your annual rate of compensation not including bonuses, commissions or any other special compensation. Qualifying period for benefits begin upon expiration of ninety (90) calendar days of disability.

## D. Optical

Board provided optical plan.

#### E. General Insurance Provisions

- a. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- b. The Board, by payment of the premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the association nor shall such failure be considered a breach by either of them of any obligation.
- c. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance Procedure established under Article XI of the Agreement.
- d. Administrators' insurance shall become effective when the carrier's requirements are met.
- e. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.
- f. Administrators who have Board-provided term life insurance, as provided through the insurance plan, have a 31-day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance company within 31 days of their last day of employment.

- g. An administrator eligible for Medicare shall enroll for Medicare benefits (Part A & B) within 30 days of his/her first eligibility date. The administrator shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
- h. Administrators and spouses eligible for Medicare benefits must notify the Board of Education, in writing, of their primary program election. Administrators and their eligible covered spouses can either elect Medicare or the school-provided plan as their primary program (as required by Tax Equity and Fiscal Responsibility Act and Deficit Reduction Act).
- i. The Board of Education will not be liable for any penalties against the administrator by the insurance carrier or the IRS as the result of his/her election.
- **F.** The on-going review of the containment of costs regarding fringe benefits may result in a recommendation for comparable coverage.
- **G.** Medical reimbursement plan to enable members to fund insurance premium copayments, prescription copays, and other eligible medical, dental, and optical costs with pre-tax dollars may be available.
- **H.** The Board may bid coverage annually on a comparable or better insurance benefit package and may choose another insurance carrier if the total savings between packages exceed two percent (2%).

## **Article VIII - Administrative Calendar**

**A. Non-work days:** Administrators will have the following school recesses and holidays off <u>IF</u> these are negotiated days off for teachers:

Labor Day Recess Mid-Winter Recess

Thanksgiving Recess Spring Recess

Winter Recess Good Friday

MLK Day Memorial Weekend Recess

#### **B. Work Hours**

- a. It is agreed that all administrators have a professional responsibility to provide their staff and students with supervision and assistance throughout the school hours of the student and the normal working day of the professional staff. Administrators will exercise their best efforts, subject to the requirements of efficient operations, to maintain a reasonable work day schedule.
- b. Unusual deviation from this responsibility must be approved by the Superintendent prior to its occurrence.

### C. Work Days

All Administrators covered under this Agreement shall be scheduled to work two hundred and ten (210) days unless otherwise needed for District emergencies or if a local crisis occurs. Administrators will report three (3) weeks prior to the first day of school for students and remain one (1) week after students leave.

## D. Unscheduled Closings

If it is determined that a school or schools should be closed, administrators of those schools shall not be required to report to their job assignments and will not suffer any loss of pay for up to six (6) days as allotted by the State. Under critical circumstances, the Superintendent may call a meeting to inform, problem solve, develop and implement a plan where leadership is required.

## E. Additional Work Days

Salaries of Administrators who are required to work additional days shall be prorated for the actual time worked as approved by the Superintendent. The Administrator who works on a non-scheduled work day, that is not part of their regular administrative duties, with preapproval by the Superintendent, will be paid per diem or have the option of a flex day if it does not impact students.

## **Article IX - Leave Days**

#### A. Sick Leave

- a. Sick leave may be used for absences due to personal illness or serious illness in the immediate family. The immediate family shall include: Grandmother, grandfather, father, mother, brother, sister, wife, husband and children.
- b. Allowance: Each administrator shall earn one (1) day sick leave per month worked and one-half (1/2) day for any month they work more than five days but less than twelve days. One-half (1/2) sick leave shall be credited to this bank on the first two pays of each month worked.

## **B. Personal Leave Days**

- a. Personal Leave days shall be defined as business that requires the presence of the Employee and reasonably cannot be conducted at any time other than during the working day.
- b. Each administrator shall be credited with two (2) Personal Leave days on the first pay after reporting to work. An administrator working less than their contracted amount shall have their personal business days prorated.
- c. Unused personal business days will be accumulated as sick days.
- d. Sick days may be used for personal business days upon approval of the superintendent.

## C. Bereavement Days

- a. The Employee will be allowed up to five (5) days per death of an immediate family member for bereavement. The Superintendent may request reasonable verification as a condition of an Employee's rights under this paragraph. Bereavement days are non-accruable. The immediate family shall be defined as spouse, children, father or mother of either spouse, sibling of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, any other person acceptance as an exemption on Employee's income tax or any person who makes his/her home with the Employee and in the judgment of the Superintendent is emotionally dependent of the Employee as member of a household.
- b. Upon request to the Superintendent, the administrator may attend funerals of district

employees and students from their building.

### D. General Provisions

- a. The Board and the Association agree that administrators are expected to satisfactorily explain their absences. Those who use these days for other than their stated use may be subject to nonpayment of wages for those days missed.
- Absences the working day before and the working day after a holiday period are not reimbursable without submission of cause through the Superintendent for approval or disapproval.
- c. If an employee returns to the district after terminating their employment, they may not reclaim previously accumulated sick leave days.
- d. An administrator finding it necessary to be absent from assigned duties for a day must report the absence on the automated reporting system and notify the Administrative Office prior to 7:00 a.m. on the day of the absence.
- e. The administrator will notify the Administrative Office when they will be absent from the district due to school business.
- f. Days for major Religious Holidays shall be granted upon submission of a written request by the Administrator with at least two (2) days in advance to the Superintendent. Days used for major Religious Holidays will not be deducted from an Administrator's Leave bank.

## <u>Article X – Grievance Procedures</u>

#### A. Definition and Restrictions

Any administrator who is a party to this Master Agreement and who feels that the Master Agreement has been violated may file a grievance in accordance with the procedures detailed in Section C and D of this Article. It is expressly understood that only matters related specifically to this Agreement are grievable, and that the person alleging a violation of this Agreement shall place said grievance in writing indicating: (a) the date of the alleged violation, (b) the specific article and wording of the Agreement that has allegedly been violated, and (c) the resolution requested. Failure to meet the time limits as detailed under each level of the grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each level shall automatically cause the grievance to be moved the next higher level in the grievance procedure.

## B. Purpose

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

#### C. Procedure

#### Level I:

The administrator with an alleged grievance shall within five (5) working days discuss the matter with the Superintendent either individually or with their representative, with the objective of resolving the matter informally. The Superintendent shall make his/her decision known

- c. Any conference which may be held under the grievance procedure shall be conducted before or after working hours, except where mutually agreed to the contrary, at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a witness shall be excused from their regular duties, with pay, to attend such a conference or hearing.
- d. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance except for the Board level.
- e. The President of the Association or their representative shall be released from their regular duties without loss of compensation to attend grievance conferences or hearings held during working hours.

## **Article XI – Waiver Clause**

- A. The parties agree that during the negotiations which resulted in this Agreement each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board nor the Association, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.
- B. Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections, and/or clauses shall remain in full force and effect for the duration of the Agreement.

## <u>Article XII – Americans with Disabilities</u>

Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar State and/or Federal legislation, including steps needed to reasonably accommodate an employee's disability, such as, but not limited to restructuring a job or position, and creating modified work schedules.

Such action may be taken by the board without prior bargaining with the Association; however, the Board will inform the Association of any action to be taken under this article.

## <u> Article XIII – Miscellaneous</u>

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq., may reject, modify, or terminate this Agreement as provided in that Act.

## **Article XIV – Duration of Agreement**

This Agreement is effective as of August 7, 2023 and remain in full force and effect until June 30, 2026. At that time there will be a sixty (60) day extension if there has been no Agreement ratified by the Madison District Association of Administrators and Madison District Public Schools.

| IN WHITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives. |
|---------------------------------------------------------------------------------------------------------|
| BOARD OF EDUCATION                                                                                      |
|                                                                                                         |
| Cindy Holder, President                                                                                 |
| ADMINISTRATION                                                                                          |
| Patricia Perry, Superintendent                                                                          |
|                                                                                                         |
| Pam Vermiglio, Assistant Superintendent                                                                 |
| ASSOCIATION                                                                                             |
| Stacey Cauley, Negotiating Team                                                                         |
| Tung Tran, Negotiating Team                                                                             |

IN WHITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

## **BOARD OF EDUCATION**

Cindy Holder, President

## **ADMINISTRATION**

Patricia Perry, Superintendent

Pam Vermiglio, Assistant Superintendent

## **ASSOCIATION**

Stacey Cauley, Negotiating Team

Tung Tran, Negotiating Team